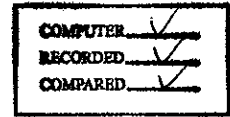


MICHELLE "MICKI" UTSLER, COUNTY RECORDER
MADISON IOWA



STEVEN WARRINGTON UNION STATE BANK 201 WEST COURT WINTERSET, IA 50273 (515)462-2161
(name, address, and phone number of preparer)

State of Iowa

Space Above This Line For Recording Data

MODIFICATION OF OPEN-END MORTGAGE

DATE AND PARTIES. The date of this Real Estate Modification (Modification) is 03-15-2005

The parties and their addresses are:

MORTGAGOR: HENRY R. PUTNEY III AND RACHELLE R. PUTNEY, HUSBAND AND WIFE AS JOINT DEBTORS
2495 WILLOW BEND
ST. CHARLES, IA 50240

LENDER: UNION STATE BANK
ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF IOWA
P.O. BOX 110
201 WEST COURT
WINTERSET, IA 50273

BACKGROUND. Mortgagor and Lender entered into a Security Instrument dated 07-12-2004 and recorded on 07-13-2004. The Security Instrument was recorded in the records of MADISON

County, Iowa at OFFICE OF RECORDER IN BOOK 2004 ON PAGE 3279

The property is located in MADISON County at 2489 WILLOW BEND, ST. CHARLES, IA 50240

Described as:

THE SOUTHEAST QUARTER (1/4) OF THE SOUTHWEST QUARTER (1/4) AND ALL THAT PART OF THE SOUTHEAST QUARTER (1/4) LYING SOUTH AND WEST OF THE PRESENT PUBLIC HIGHWAY, ALL IN SECTION FOURTEEN (14), TOWNSHIP SEVENTY-FIVE (75) NORTH, RANGE TWENTY-SIX (26) WEST OF THE 5TH P.M., MADISON COUNTY, IOWA EXCEPT PARCEL "B", LOCATED IN THE SOUTHWEST QUARTER (1/4) OF THE SOUTHEAST QUARTER (1/4) OF SAID SECTION FOURTEEN (14), CONTAINING 5.33 ACRES, AS SHOWN IN PLAT OF SURVEY FILED IN BOOK 2003, PAGE 6252 ON OCTOBER 17, 2003, IN THE OFFICE OF THE RECORDER OF MADISON COUNTY, IOWA

NOTICE: THIS MORTGAGE SECURES CREDIT IN THE AMOUNT OF \$ 300,000.00
LOANS AND ADVANCES UP TO THIS AMOUNT, TOGETHER WITH INTEREST, ARE SENIOR TO INDEBTEDNESS TO OTHER CREDITORS UNDER SUBSEQUENTLY RECORDED OR FILED MORTGAGES AND LIENS.

MODIFICATION. For value received, Mortgagor and Lender agree to modify the original Security Instrument. Mortgagor and Lender agree that this Modification continues the effectiveness of the original Security Instrument. The Security Instrument was given to secure the original debts and obligations (whether identified as Secured Debts, Sums Secured, or otherwise) that now have been modified. Together with this Modification, the Security Instrument now secures the following debts and all extensions, renewals, refinancings, modifications and replacements. (Include items such as borrower's name, note or contract amounts, interest rates (whether variable), maturity dates, etc.)

PROMISSORY NOTE #4260024971 DATED MARCH 15, 2005 BETWEEN UNION STATE BANK AND HENRY R. PUTNEY III AND RACHELLE R. PUTNEY WITH A MATURITY DATE OF JULY 15, 2005

MAXIMUM OBLIGATION LIMIT. The total principal amount secured by the Security Instrument at any one time will not exceed \$340,000.00 which is a \$40,000.00 increase decrease in the total principal amount secured. This limitation of amount does not include interest and other fees and charges validly made pursuant to the Security Instrument. Also, this limitation does not apply to advances made under the terms of the Security Instrument to protect Lender's security and to perform any of the covenants contained in the Security Instrument.



WARRANTY OF TITLE. Mortgagor warrants that Mortgagor is or will be lawfully seized of the estate conveyed by the Security Instrument and has the right to grant, bargain, convey, sell, and mortgage the property. Mortgagor also warrants that such same property is unencumbered, except for encumbrances of record.

CONTINUATION OF TERMS. Except as specifically amended in this Modification, all terms of the Security Instrument remain in effect.

NOTICE TO CONSUMER
(For purposes of this Notice, "You" means Mortgagor)

1. Do not sign this paper before you read it. 2. You are entitled to a copy of this paper. 3. You may prepay the unpaid balance at any time with penalty and may be entitled to receive a refund of unearned charges in accordance with law. 4. If you prepay the unpaid balance, you may have to pay a minimum charge not greater than seven dollars and fifty cents.

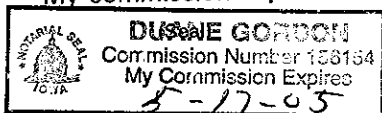
SIGNATURES: By signing below, Mortgagor agrees to the terms and covenants contained in this Modification. Mortgagor also acknowledges receipt of a copy of the Modification.

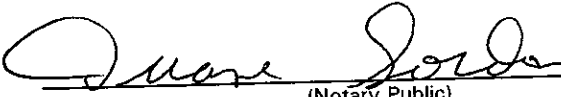
<p style="text-align: center;"> _____ (Signature) HENRY R. PUTNEY III</p>	<p style="text-align: center;"><u>3/15/05</u> _____ (Date)</p>	<p style="text-align: center;"> _____ (Signature) RACHELLE R. PUTNEY</p>	<p style="text-align: center;"><u>3-15-05</u> _____ (Date)</p>
<p>_____ (Signature)</p>	<p>_____ (Date)</p>	<p>_____ (Signature)</p>	<p>_____ (Date)</p>
<p>_____ (Signature)</p>	<p>_____ (Date)</p>	<p>_____ (Signature)</p>	<p>_____ (Date)</p>

ACKNOWLEDGMENT:

(Individual) STATE OF IOWA, COUNTY OF MADISON } ss.
 On this 15TH day of MARCH, 2005, before me, a Notary Public in the state of Iowa, personally appeared HENRY R. PUTNEY III; RACHELLE R. PUTNEY, HUSBAND AND WIFE AS JOINT DEBTORS to me known to be the person(s) named in and who executed the foregoing instrument, and acknowledged that he/she/they executed the same as his/her/their voluntary act and deed.

My commission expires:





(Notary Public)